SPIDER-MRN INSTRUCTION BOOKLET

AGB-BSPE-USA

PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME PAK OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.

IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.



- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult
  a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

Convulsions
Altered vision

Eye or muscle twitching Involuntary movements

Loss of awareness Disorientation

To reduce the likelihood of a seizure when playing video games:

- 1. Sit or stand as far from the screen as possible.
- 2. Play video games on the smallest available television screen.
- 3. Do not play if you are tired or need sleep.
- 4. Play in a well-lit room.
- 5. Take a 10 to 15 minute break every hour.

## **WARNING** - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- · Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- If your hands, wrists or arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- If you continue to have sore hands, wrists or arms or eyes during or after play, stop playing and see a doctor.

## **WARNING - Battery Leakage**

Leakage of battery acid can cause personal injury as well as damage to your Game Boy. If battery leakage occurs, thoroughly wash the affected skin and clothes. Keep battery acid away from your eyes and mouth. Leaking batteries may make popping sounds.

#### To avoid battery leakage:

- Do not mix used and new batteries (replace all batteries at the same time).
- Do not mix alkaline and carbon zinc batteries.
- Do not mix different brands of batteries.
- Do not use nickel cadmium batteries.
- Do not leave used batteries in the Game Boy. When the batteries are losing their charge, the power light may become dim, the game sounds may become weak, or the display screen may be blank. When this happens, promptly replace all used batteries with new batteries.
- Do not leave batteries in the Game Boy or accessory for long periods of non-use.
- Do not leave the power switch on after the batteries have lost their charge. When you finish using the Game Boy, always slide the power switch OFF.
- Do not recharge the batteries.
- Do not put the batteries in backwards. Make sure that the positive (+) and negative (-) ends are facing in the
  correct directions. Insert the negative end first. When removing batteries, remove the positive end first.
- Do not dispose of batteries in a fire.

The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related products.

Nintendo does not license the sale or use of products

THIS GAME PAK WILL WORK ONLY WITH THE GAME BOY® ADVANCE VIDEO GAME SYSTEM.



EVERYONE Violence

Nintendo<sup>®</sup>

without the Official Nintendo Seal.

NINTENDO, GAME BOY, GAME BOY ADVANCE AND THE OFFICIAL SEAL ARE TRADEMARKS OF NINTENDO. © 2001 NINTENDO. ALL RIGHTS RESERVED.

## CONTENTS

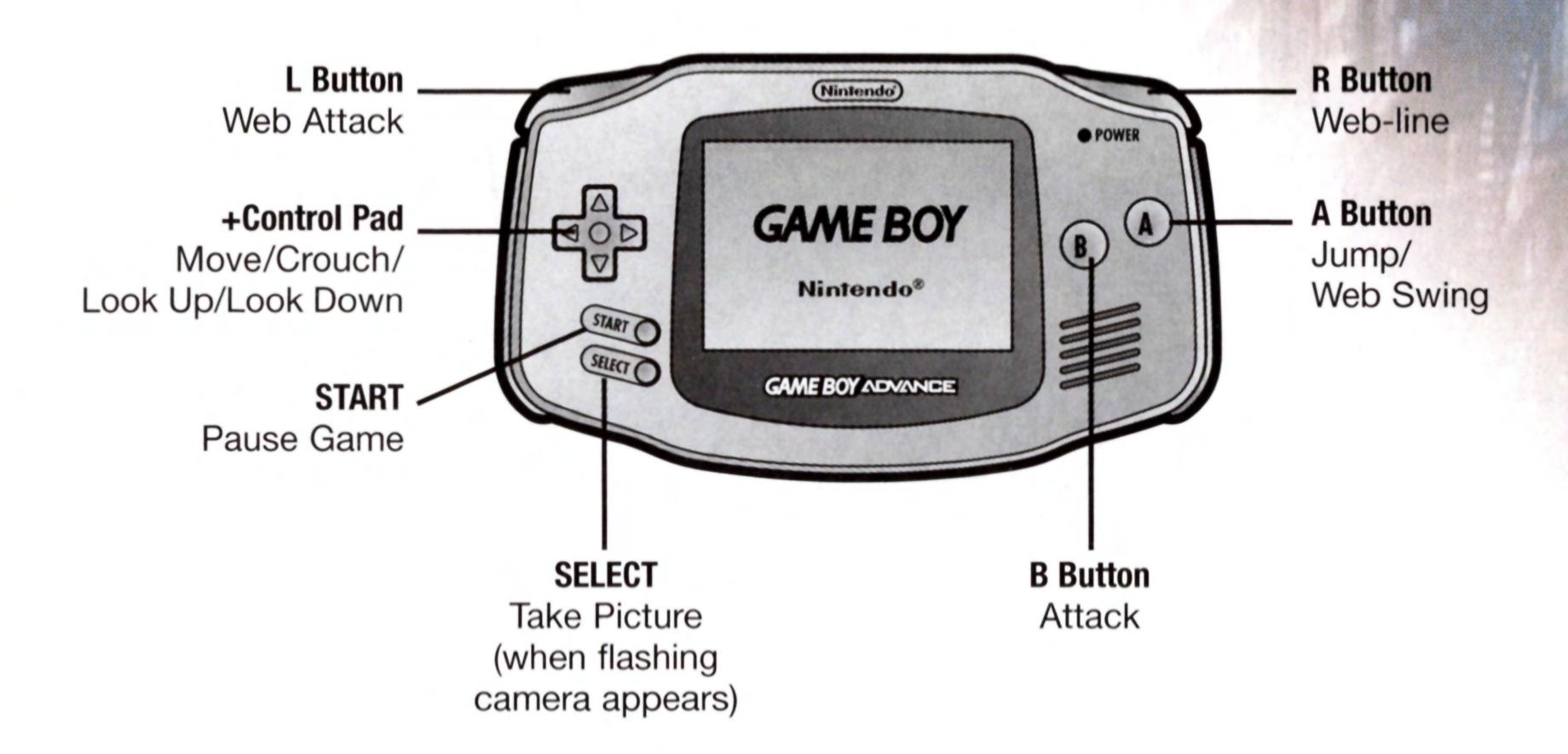
Getting Started	4
Basic Controls	6
Main Menu	8
On-Screen Display	9
Lives and Health	C
Pick-Ups	1
3D Description	3
Experience System	6
Spidey Attacks	8
Enemies	<u>2</u> C
Bosses	
Levels	
Tips	
Credits	
Customer Support	
Software License Agreement	38

## **GETTING STARTED**

- Make sure the POWER switch is OFF.
- Insert the Spider-Man 2<sup>™</sup> Game Pak into the Game Boy<sup>®</sup>
  Advance slot as described in your Nintendo Game Boy<sup>®</sup>
  Advance instruction manual.
- Turn the POWER switch ON.
- To skip the introductory sequence, press **START**.

Note: The Spider-Man 2<sup>™</sup> Game Pak is for the Game Boy® Advance system only.

## Game Boy® Advance Controls



## BASIC CONTROLS

## For 2D Levels

A Button: Jump. Press the A Button again to web swing.

B Button: Attack

L Button: Web attack

R Button: Web-line

+Control Pad: Move/Crouch/Look Up/Look Down

START: Press START to access the Pause screen.

**SELECT**: Press **SELECT** when a photo op (identified by a flashing camera) appears. Capture all the pictures to unlock photographs from the movie! There are 12 in all. Pressing **SELECT** during gameplay when there's no flashing camera does nothing.

↓ + R Button while on ceiling: Hang upside down from web line.

#### For 3D Levels

**A Button**: Jump. Press and hold again while in the air to begin web swinging. Let go of the **A** Button to break the web. Press while in front of a building to jump up and begin wall crawling.

**B** Button: Press and hold +Control Pad  $\uparrow$  to look down, and +Control Pad  $\psi$  to look up.

**L Button**: Sidestep left. Press during web swing to bank hard to the left.

**R Button**: Sidestep right. Press during web swing to bank hard to the right.

+Control Pad: Run/Turn/Wall Crawl  $\uparrow$ ,  $\psi$ ,  $\leftarrow$ ,  $\rightarrow$ . While holding the A Button, press the +Control Pad to swing  $\uparrow$ ,  $\psi$ ,  $\leftarrow$ ,  $\rightarrow$ .

## MAIN MENU

New Game: This is where you begin Spidey's adventure. In this menu, select a game slot to use and the game begins. If you select a save slot with an existing game, you'll be asked if you wish to replace it. Watch out! Replacing a saved game permanently deletes it!



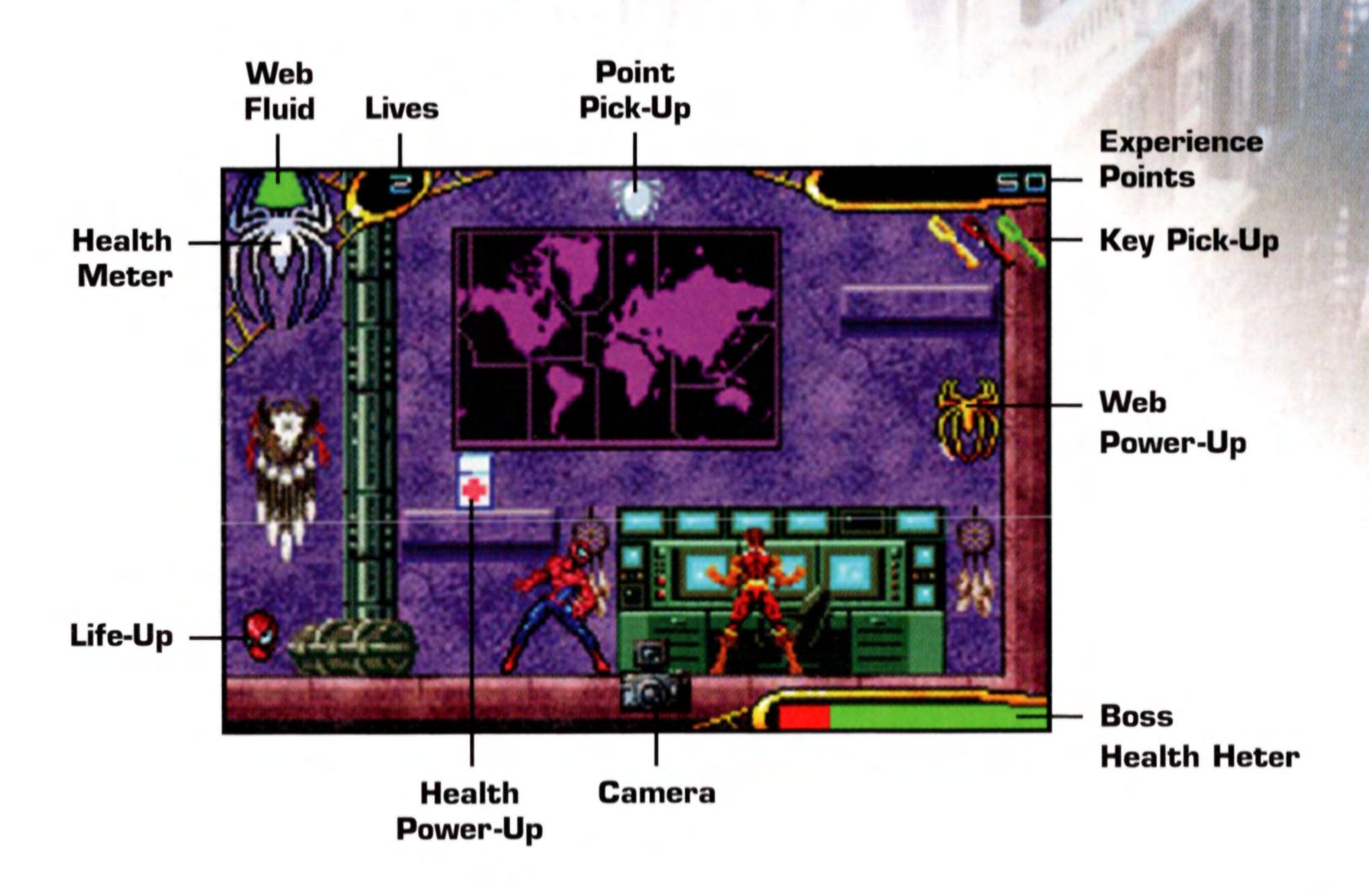
**Load Game:** From here you can load a previously saved game. When

you load a saved game, you begin at the beginning of the last level you attempted. From the Load Game screen you can also choose to erase previously saved games, but be careful—any secrets unlocked may be erased with your saved game!

Options: Select Options to turn the music and sound on or off.

Secrets: This one you'll have to find out on your own!

## ON-SCREEN DISPLAY



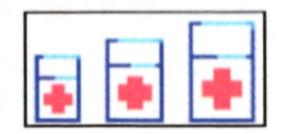
## LIVES AND HEALTH

If Spidey receives too much damage in combat, he'll lose a life. If you have any lives remaining, Spidey will respawn close to where he died. If Spidey dies with no lives left, it's Game Over. You can retry the current level from the Continue screen or by selecting your saved game using the **Load** option in the Main Menu.

Remember to pick up extra lives and health power-ups throughout the levels to prepare Spidey for those sticky situations.

## PICK-UPS

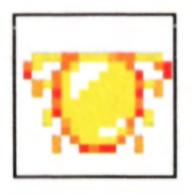
Pick-ups are scattered throughout the levels.



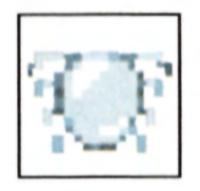
Health-Ups (Small, Medium, Large) – These health-ups restore 25%, 50% and 100% of your health. If you're at full health, these pick-ups do nothing.



Life-Ups - The life-up gives Spidey one additional life.



Bronze Spider – This pick-up is worth 5 points.



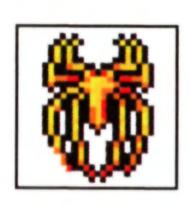
Silver Spider – This pick-up is worth 10 points.



Gold Spider - This pick-up is worth 20 points.



**Web Fluid (Small)** – This pick-up restores 25% of your web fluid. If you're at full web fluid, you can't pick it up, because you don't need it!



Web Fluid (Medium) - This pick-up restores 50% of your web fluid. If you're at full web fluid, you can't pick it up.



Web Fluid (Large) - This pick-up restores 100% of your web fluid. If you're at full web fluid, you can't pick it up.

## 3D DESCRIPTION

Spider-Man 2<sup>™</sup> features a 3D "Hub" world where you can swing to the next chapter of the game or take on side missions (marked by the Spider-Sense symbol) to gain experience by stopping crime!

## 3D HUD



Spider-Sense

The HUD (or radar) is a graphic representation of the map. The HUD shows your location, the locations of missions and the location of the boss during a boss chase. The yellow dots are the locations of side missions. The green dot is the location of the next story mission. If there's a red dot, look out! It's Doc Ock™!

#### 3D Boss Chase

This battle with Doc Ock is a timed chase. The radar will appear at the bottom of the screen, showing the distance between you and the boss. If you get too far behind the boss, you'll lose the boss chase battle and must replay the chase from the beginning.



## Spider-Sense in the 3D World

Unlike Spider-Sense in the 2D world, Spidey's 3D Spider-Sense alerts you about side missions within the 3D Hub world. Touch the flashing icon to go into the side mission. If you ignore your Spider-Sense in the 3D world, you won't get a chance to play that specific side mission again after advancing to the next level. You'll miss out on that particular side mission and the chance to earn bonus points.



## **EXPERIENCE SYSTEM**

Beating up bad guys and taking on Super Villians is hard work. In *Spider-Man 2*, you're rewarded for your good deeds. Use the Experience System to unlock a variety of new moves and bonuses that make Spider-Man even more powerful. During a mission you can acquire experience points for completing objectives like defeating thugs, rescuing hostages, taking pictures and more. After completing a mission, the Experience Distribution screen will display your available points. Choose a new move or improve an existing ability like increasing your jump height, or adding more health or more web fluid.

Upgrades you can earn: Required	Points Required
Chain Combo 1	Web Whip
Chain Combo 2	Roll Sweep
Faster Movement 200	Spin Kick
Improved Web Shot 200	Split Kick
Web Net	Uppercut
Flip Kick	Double Web Throw 450
Improved Jump	Increased Web Fluid 800
Leap Punch	Improved Damage 1,000
Web Throw	Increased Health 1,000

## SPIDEY ATTACKS

A Button + B Button: Double split kick (unlock).

A Button, B Button: Drop kick attack.

A Button, B Button while near enemy: Leaping punch (unlock).

B Button while crawling: Crawl attack.

**B Button repeatedly**: Chain combo (only when hitting an enemy with the B button—unlock).

↑ + B Button: Uppercut (unlock).

↓ + B Button: Spin kick (knocks enemies back—unlock).

**B Button while pressing +Control Pad away from enemy**: Flip kick (damage the enemy then flip off and away—unlock).

**B Button next to a barrel**: Pick up and throw the barrel. (This can only be done when an arrow appears over the barrel.)

- + L Button: Snap a long strand of webbing to repel attackers.
- → + R Button when webbed enemy is close: Web throw (unlock).

  Spider-Man ensnares then throws enemies or objects.
- ↑ + R Button: Double web throw (unlock). Fire two webs simultaneously to the left and right, then throw the enemies or objects.
- → + R Button: Web pull. Pull objects or enemies close to Spider-Man.
- **+Control Pad + L Button**: Web shot. Spider-Man fires a horizontal web "bullet" at enemies.

## **ENEMIES**

A crime fighter like Spidey makes several enemies in the underworld. Here are some he'll run into. Watch out! You never know who else has it in for the web slinger!



Mongo

Likes to get in close and punch Spider-Man.



Ace

Tosses knives at head level. Better duck!



Slammer

He's got a bat, but he's still a bit wary of Spider-Man.



Killer

These hired guns are dressed to kill, ready to try to take down Spider-Man.



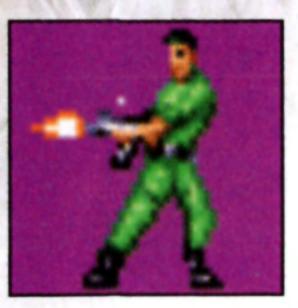
Grenadier

He tosses grenades high and low. Watch out for these bouncy exploding beauties.



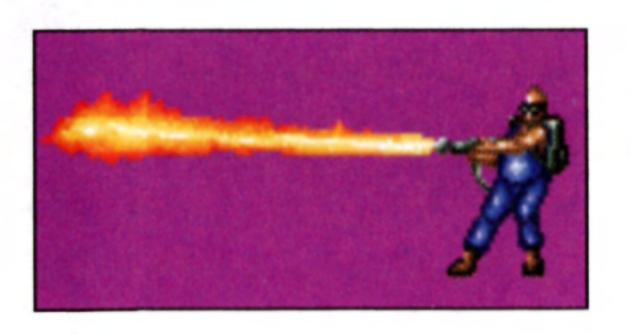
### Max

These guys like to shoot on the run, usually shooting at you then running away.



### **Hired Gun**

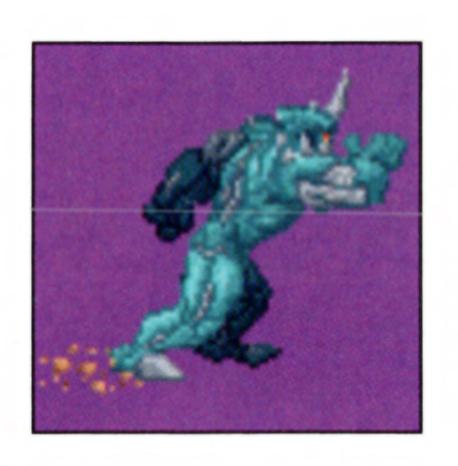
A nasty bunch of mercenaries, these guys can hit you at every angle. They like to keep their distance from any sort of danger.



## **Flameboy**

A large man with a can of flammable gas strapped to his back. This guy can light you up as well as anything around him.

## BOSSES



### Rhino™

A big nasty brute who has amazing strength and tolerance to pain. He's not the brightest of the bunch, and prefers to run into or even through obstacles instead of around them. When he's not charging through things, he's got a powerful backhand strike and can use his horns quite well. If he slams into things, watch out for falling debris.

## Lizard™

Lizard was cast into villainy when an experiment at his lab went horribly awry. His mutated body is covered in scales and his long tail is as powerful as his razor sharp claws. But even



with these weapons, he plans to use a league of reptiles to defeat Spider-Man. Vicious snakes and deadly alligators attack from all directions in Lizard's underground lair.



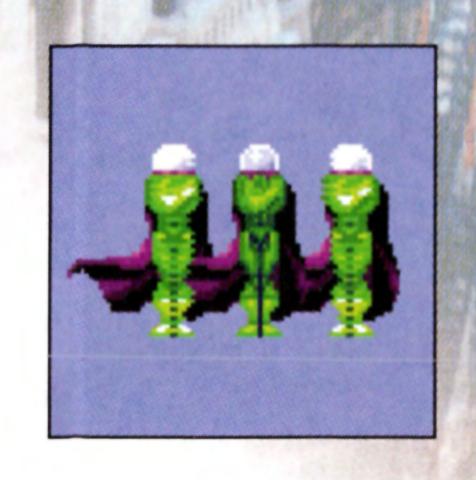
### Shocker™

Shocker's a mean one, and not too pleased about having been defeated by Spider-Man last time they met. Reckless and extremely powerful, Shocker is capable of firing menacing vibro blasts that can put the hurt on Spider-Man, and he'll shoot low, high or even straight up if

you're unlucky enough to be above him. Shocker also likes to get his hands dirty and apply his vibro energy manually, so stay away!

## Mysterio™

Mysterio uses his mind-altering abilities to cause hallucinations and drive his victims mad. His strange appearance and dramatic behavior add to his mysterious nature. He'll try to confuse Spider-Man's mind, then throw gas grenades to further disorient him.





## Puma™

This brazen and borderline crazy mercenary is well paid by Doc Ock to take Spider-Man down for good. His wild claws do some major damage as he uses his acrobatic flips and wall jumps. He's just as fast as Spider-Man and filled with wild rage—don't turn your back on him for a second.



### Doc Ock™

Doc Ock blames Spider-Man for his disfiguring accident, and is bent on destroying the super hero at all costs. His dangerous mechanical arms are controlled by cerebral link, acting as 4 lethal extensions of his twisted mind.

He can whip them around with ease, and even attack independently with each one. He's as brilliant as he is dangerous, and there's no end to the tricks up his 4 metal sleeves.

## LEVELS

## Chapter 1: Another Day in the City

Our story begins with Doctor Otto Octavius presenting a great new energy source to the world. Unfortunately, tragedy strikes during the experiment, putting all the attendees in danger! Spidey's got to save the civilians and help restore order to the neighborhood after the accident.

## Chapter 2: Rhino Riot!

Something big is going down at the penitentiary, and Spider-Man is on the job. Turns out Rhino has orchestrated a prison riot to cover his getaway, and now it's up to the web-slinger to put an end to Rhino's marathon run.

## Chapter 3: Bank Robbery

A bank is being robbed by a man with giant metal arms! Sounds like a job for Spider-Man! But what's this? Has Doctor Octavius turned to a life of crime? Spider-Man has his first run-in with Doc Ock!

## Chapter 4: Mysterio's Madness

Due to all the commotion at the bank, Peter's late for MJ's play on opening night! What's worse, a costumed villain has taken the audience hostage in an attempt to become famous—for defeating Spider-Man!

## Chapter 5: Shocking Revelation

Someone's trying to blow up the new office building contruction site. Guess who's still holding a grudge against Spider-Man from the last time they clashed?

## Chapter 6: Down into the Sewers

After taking care of the bomb threat, Spider-Man follows a tip about some dangerous chemicals stolen from a high-security subway train. The trail leads him deeper and deeper into the caverns below the city that never sleeps. A city so bright casts a shadow exceptionally dark, and the creatures that come out at night have a special taste for Spider-Man.

## Chapter 7: Puma's Ambition

Spidey is patrolling the city looking for clues on Doc's whereabouts, when suddenly he's hit by a poison dart! Only Puma has the antidote, and he wants to see firsthand that Spider-Man is worthy of saving.

## Chapter 8: Ock's Endgame

Ock isn't through with his plan to give the world an unlimited power source, whether it wants one or not! To make sure things go as planned, the Doctor is "enlisting" some help from one of Peter Parker's™ close friends. Now Spidey must race against time to infiltrate Doc Ock's heavily guarded waterfront base and stop him before the experiment vaporizes a good sized chunk of Manhattan!

### Side Missions

In addition to story missions, *Spider-Man 2*<sup>™</sup> features side missions that can be accessed from the 3D Hub levels. These missions let you gain more experience by helping prevent crime in NYC:

Bank robbery

Trapped civilians

Weapons deals

Downtown riots

Muggings

Fleeing criminals

Bomb threats

## TIPS

- Spin Points: Spider-Man can attach his web-line to these points and "spin" around them. He can then launch himself into the air and get to hard-to-reach places. While spinning, press ↑ or ↓ on the +Control Pad to move Spidey closer to or further from the spin point. Then press the A Button to release the web and fly off.
- Door Keys: Most doors are unlocked, but some require
  a key. The keys are hidden throughout the levels. Walk over
  a key to acquire it and doors will unlock for you.

## DIGITAL ECLIPSE SOFTWARE, INC.

Development Team
Lead Programmer
Bryan Sawler

#### **Additional Programming**

Charles Mullins

#### **Producer**

Michael Bilodeau

#### **Art Director**

Dean Lee

#### **Artists**

Ronnie Fike Keith Erickson

## CREDITS

Sarah Forrester Tom Lisowski

#### **Additional Art**

Pete Overstreet
Antony Mazzota
Dean Yuen
Sam Hood

#### **Production**

Bill Schmidt Granted Savage

## Sound Design & Production

Robert Baffy

#### Sound & Music

Randy Wilson

#### Senior Producer

Bill Baffy

#### **Creative Director**

Mike Mika

#### **Executive Art Director**

Boyd Burggrabe

#### **Production Manager**

Chris Charla

#### **Executive Producers**

Andrew Ayre Jeff Vavasour

#### **Tools Programmers**

Tim Glasser Dan Filner

## MusyX Audio Tools Licensed by

Factor 5

#### **Special Thanks**

God

To everyone's parents Sherri Bilodeau My wife, Christy thanks the fallen Jens Petersam Jake the Alligator Man, for teaching us all to love again Veronica "bubachu" Fike In memory of Kay Alice Forrester Kristy Jennings Steven Kovensky Kevin James

## Caimans Video Compression

Antonio Savona, in tribute to Saverio Savona ...with special thanks to Gabriella Savona

#### **ACTIVISION**

## President Worldwide Studios

Kathy Vrabeck

## Development Team

**Associate Producers** 

Jay Gordon Brent Boylen

#### **Production Coordinator**

Joe Shackelford Sam Gaglani

#### Senior Producer

Marc Turndorf

#### **Executive Producer**

Chris Archer

#### VP, North American Studios

Dave Stohl

## Marketing & Public Relations

Associate
Brand Manager

Roy Alojado

#### Global Brand Manager

Michael Chiang

#### VP, Global Brand Management

Will Kassoy

Publicist, Corporate Communications Aaron Grant

Manager, Corporate
Communications
Ryh-Ming Poon

Director, Corporate
Communications
Michelle Nino Schroder

Quality Assurance/
Customer Support
Project Lead
Nicholas E. Weaver

Senior Project Lead John Rosser **QA Manager**Joe Favazza

**Floor Lead**David Lara

Testers
Charles Moore
Sean Foreman
Cory Rice

Manager, Technical Requirements Group Marilena Rixford

**Sr. Lead, Technical Requirements Group**Siôn Rodriguez y Gibson

Testers, Technical Requirements Group

Aaron Camacho Robert Lara Marc Villanueva

Sr. Manager,
Customer Support
Bob McPherson

#### Customer Support Leads

Gary Bolduc – Phone Support Michael Hill – E-mail Support

#### CS/QA Special Thanks

Jim Summers Jason Wong Tim Vanlaw

Adam Hartsfield Nadine Theuzillot Ed Clune Jason Potter Indra Yee Joule Middleton Todd Komesu Willie Bolton Chad Siedhoff Jennifer Vitiello Nick Favazza Mike Rixford Tyler Rivers Robert A. Weaver George Thalwitzer Michelle Marshall Nicole Brodahl Billy Whaley Charis 'Loco' Patton Eric Troy Liseth De La Torre

## Legal

Greg Deutsch David Kay

# Creative Services VP, Creative Services & Operations

Denise Walsh

## Director of Creative Services

Matthew Stainner

### Creative Services Manager

Jill Barry

## Creative Services Assistant Manager

Shelby Yates

Packaging & Manual Design Ignited Minds, LLC

## Activision Special Thanks

Kelly Byrd Matt Powers Simon Ebejer Robert Berger Juan Valdes Peter Muravez Alex Garcia Irwin Chen TQ Jefferson Brian Clarke Brian Pass Blaine Christine Andre Kinniebrew Jeremy Grapner

Dani Kim
Suzy Luko
Jon Virtes
Neysa Harris
Michael Higa
Richard DeSalazar
Michael Carter
Kelly Long
Dion Brain
Nancy Wolf
Erwin Barcega
Clarence Bell

# SONY PICTURES CONSUMER PRODUCTS

Mark Caplan Laetitia May Eric Thomsen

## MARVEL ENTERPRISES, INC.

Executive
Producer/Manager of
Game Development
Ames Kirshen

President of Worldwide

Consumer Products

Tim Rothwell

Executive Vice President Consumer Products, Promotions and Media Sales

Russell Brown

**President of Publishing**Gui Karyo

#### **Legal Affairs**

Seth Lehman Joshua M. Silverman Carl Suecoff

#### **Special Thanks**

Avi Arad
Ari Arad
Joe Quesada
Dan Buckley
Chris Fondacaro
Tom Marvelli
Jeff Poulin
John Stires
Erik Diehn

## **CUSTOMER SUPPORT**

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

#### Internet/E-mail: http://www.activision.com/support

Our support section of the Web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can e-mail us using the support form. A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem. Note: Internet/e-mail support is handled in English only.

#### Phone: (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except holidays. Please do not send any game returns directly to Activision without first contacting Customer Support. It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.

Register your product online at www.activision.com so we can enter you in our monthly drawing for a fabulous Activision prize.

## SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE LICENSE. Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation incorporated into this Program) are owned by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

#### YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or
  any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available
  for commercial use; see the contact information below.
- · Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product cartridge only in protective packaging and include:

(1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$15 U.S. currency per cartridge replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES

DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION. Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California. If you have any questions concerning this license, you may contact Activision at 3100 Ocean Park Boulevard, Santa Monica, California 90405, (310) 255-2000, Attn. Business and Legal Affairs, legal@activision.com.

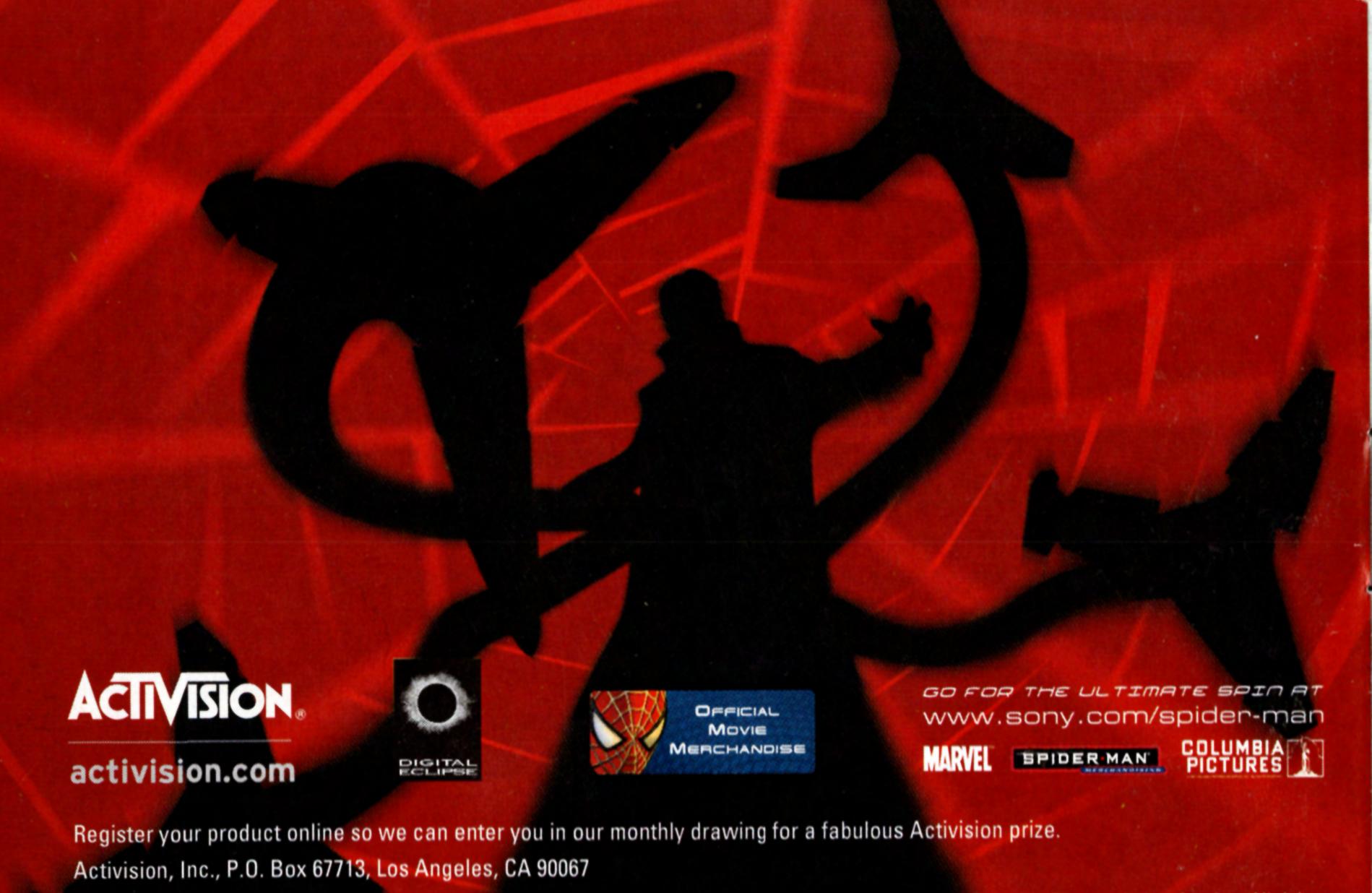
#### Important Legal Information

Copying of any video game for any Nintendo system is illegal and is strictly prohibited by domestic and international intellectual property laws. "Back-up" or "archival" copies are not authorized and are not necessary to protect your software. Violators will be prosecuted.

This video game is not designed for use with any unauthorized copying device or any unlicensed accessory. Use of any such device will invalidate your Nintendo product warranty. Nintendo (and/or any Nintendo licensee or distributor) is not responsible for any damage or loss caused by the use of any such device. If use of such device causes your game to stop operating, disconnect the device carefully to avoid damage and resume normal game play. If your game ceases to operate and you have no device attached to it, please contact the game publisher's "Technical Support" or "Customer Service" department.

The contents of this notice do not interfere with your statutory rights. This booklet and other printed materials accompanying this game are protected by domestic and international intellectual property laws.

Rev-D (L)



Spider-Man and all related characters, TM & © 2004 Marvel Characters, Inc. Spider-Man 2, the movie, © 2004 Columbia Pictures Industries, Inc. All rights reserved. Game code © 2004 Activision, Inc. and its affiliates. Published and distributed by Activision Publishing, Inc. Activision is a registered trademark of Activision, Inc. and its affiliates. All rights reserved. The ratings icon is a registered trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

80591.260.US

PRINTED IN U.S.A.